

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

<b>STATE OF MISSOURI, ex rel.</b>	)	
<b>JEREMIAH W. (JAY) NIXON,</b>	)	
Attorney General,	)	
	)	
<b>Petitioner,</b>	)	Cause No. _____
	)	
<b>vs.</b>	)	Division _____
	)	
<b>Mr. Antonello Lo Faro,</b>	)	
<b>individually, and as officer,</b>	)	
<b>director, agent, employee or</b>	)	
<b>representative of the Unexplained</b>	)	
<b>Psychic Phenomena Center for )</b>	)	
<b>Inspection and Certification</b>	)	
<b>("UPPCIC"), and of Rovata</b>	)	
<b>Enterprises, Ltd.</b>	)	
	)	
<b>Respondents.</b>	)	

**ASSURANCE OF VOLUNTARY COMPLIANCE**

Petitioner State of Missouri, at the relation of Attorney General Jeremiah W. (Jay) Nixon, and Respondent natural person, on behalf of himself and on behalf of respondent business entities separately enumerated above ("Respondents"), by their signatures, agree to the following:

**I. GENERAL UNDERSTANDINGS AND AGREEMENTS**

1. Jurisdiction and Venue. The Court is empowered to approve this AVC by agreement of the parties, and pursuant to §407.030 RSMo. 2000, a part of Missouri's Consumer Fraud Statute, formally known as the Missouri Merchandising Practices Act. This Court has in personam jurisdiction over the parties, and jurisdiction over the subject

matter of this Assurance of Voluntary Compliance ("AVC"), to hear, consider, and pass upon this AVC. The parties agree that such jurisdiction is thereafter retained by the Jackson County Circuit Court, for the purpose of enabling any party to this AVC to apply to the Court at any time regarding enforcement of its provisions or punishment of an alleged violation of its terms. Petitioner and Respondent agree that venue is correct in Jackson County, Missouri.

2. Petitioner is the State of Missouri, acting by and through Jeremiah W. (Jay) Nixon, the duly elected, qualified, and acting Attorney General of the State of Missouri, who is responsible for the enforcement and administration of Missouri law, including Missouri's Consumer Fraud Statute.

3. Respondent natural person is not currently a resident of the United States, but resides in London, England. He conducts business in Missouri and elsewhere through the respondent business entities (i.e., the Unexplained Psychic Phenomena Center for Inspection and Certification; Rovata Enterprises, Ltd.), each of which may or may not be legally recognizable entities under the law of other nations. Respondent natural person has failed to register those respondent business entities, to the extent those entities legally exist and are legally recognizable, with the Missouri Secretary of State, or to secure for those business entities a Certificate of Authority to Conduct Business in Missouri.

4. Plaintiff Missouri has negotiated this AVC primarily with the respondent natural person, and secondarily with those alleged business entities, to the extent those

entities exist and are legally recognizable. All respondent entities, jointly and severally, are bound by the terms of this AVC. Respondent understands and agrees that all prohibitions, agreements, and assurances regarding future behavior, acts, and commercial activity in Missouri, including agreements to forebear from engaging in certain activities in Missouri in the future, are binding upon each respondent, and their employees/agents. All references to "Respondents" herein include liabilities or acts done individually, by Antonello Lo Faro, in concert with others, or by or through respondent business entities' employees, agents, representatives, affiliates, assignees and successors.

5. Respondent Antonello Lo Faro, by signing this AVC on behalf of himself and on behalf of respondent business entities, hereby represent to the Court, and stipulate as part of this AVC, that he is authorized and empowered to speak for and to bind those alleged business entities to this assurance and agreement.

6. The Attorney General hereby alleges that respondents have used, disseminated and sent into Missouri a direct mail solicitation (Exhibit A to this AVC), which the Attorney General alleges to be deceptive, misleading, containing misstatements of fact and material omissions of fact, and otherwise violative of the consumer protection principles codified in Missouri's Consumer Fraud Statute, § 407.020 RSMo. 2000. The Attorney General alleges that respondents have caused this deceptive direct mail solicitation to be sent, via the U.S. Postal system, to the residences of ordinary consumers all over America, including a large but unknown number in Missouri,

intending to deceive and lure consumers into responding by sending money to respondents for an ordinary piece of gravel. The number of Missouri consumers thus deceived is not yet fully known.

7. No Express Admission of Guilt. Respondents exercise their rights under § 407.030 RSMo. 2000, wherein it states that their agreeing to this AVC, and statements made herein, "shall not be considered an admission of violation for any purpose."

8. Severability. The parties acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the parties, relating to the basis of this AVC. The Parties further acknowledge that this AVC constitutes a single and entire agreement that is not severable or divisible. If, however, any provision or provisions of this AVC is or are declared invalid by a court of competent jurisdiction, the rest of this AVC shall remain in full force and effect and shall not be affected by such declaration.

9. Non-Approval of Respondents' Practices and Solicitations, and Scope of Release. Respondents shall not (including via their agents) represent directly, indirectly, or by implication, to any person or entity, in writing or verbally, that the Missouri Attorney General (or his agents) endorses, condones, or approves of Respondents' past or future methods, acts, practices, or solicitations. Indeed, as stated above, the Attorney General finds and deems that past solicitation to be deceptive, misleading, untrue, and will not allow it to be used in Missouri any longer (prohibition addressed below).

The Missouri Attorney General in no way releases Respondent from any *other* or *future* liability, nor shall this AVC be construed to in any way affect any private claim or cause of action that a Missouri citizen or business currently has or may have in the future.

10. Agreement to Proceed on These Terms. Having read and understood the terms and conditions of this AVC, Plaintiff and Respondent agree that this AVC constitutes a fair and equitable agreement, and each agrees to comply with its terms. The Missouri Attorney General believes this AVC, executed pursuant to §407.030, is presently adequate to protect the people of the State of Missouri. The Missouri Attorney General will, for the time being, forgo prosecuting Respondent for the alleged violations of Section 407.020 which gave rise to this AVC, as long as all Respondent entities, in good faith, live up to all promises herein. Respondents have had the opportunity to consult with legal counsel regarding this AVC, and each agrees to be bound by all provisions contained herein.

11. Recommendation of Court Approval. The Attorney General and the Respondent person and his business entities recommend that the Court approve this AVC.

## **II. ASSURANCES AND OBLIGATIONS**

Respondent person and above-referenced business entities agree to take action, refrain from prohibited action, and make payments, pursuant to this AVC, as follows:

12. Costs of Prosecution. Respondent agrees to transfer and convey the sum of Two Thousand Dollars (\$2,000.00) to his attorney, Mr. Jeffrey Knowles of the Venable Law Firm, by the time his signature on this document is conveyed to the Attorney General. Mr. Knowles agrees to hold the money in escrow, and to remit it to the Attorney General, upon receipt of the signed order approving this AVC. That money, representing the Attorney General's costs of investigation and prosecution, shall be deposited and credited to the Missouri Merchandising Practices Revolving Fund, pursuant to § 407.130 and 407.140.4 RSMo 2000. It may thereafter be used by the Attorney General in investigating or prosecuting suspected violations of Missouri's Consumer Fraud Statute, and consumer protection educational efforts.

13. Restitution Pool. Respondent also agrees to convey the additional sum of Five Thousand Dollars (\$5,000) to his attorney, Mr. Jeffrey Knowles of the Venable Law Firm, by the time his signature on this document is conveyed to the Attorney General. Mr. Knowles agrees to hold the money in escrow, and to remit it to the Attorney General, upon receipt of the signed order approving this AVC.

Respondent agrees that the Attorney General may use that money to make restitution to Missouri consumers whom he finds have a valid or supported claim for same, based upon having sent or spent money in connection with Respondents' direct mail solicitation (Exhibit A to this AVC).

It is the intent of the Attorney General to reimburse to Missouri consumers whom he deems to have a supported claim for restitution, their out of pocket, pecuniary damages.

14. If the aggregate of such out of pocket, pecuniary damages, suffered by Missourians deemed to have supported claims, shall exceed the sum of Five Thousand Dollars (\$5,000.00), then Respondent agrees that the Attorney General may call upon him to contribute up to an additional \$2,500.00 as is necessary to satisfy the remaining pecuniary, out of pocket damages of those supported claims. Respondent agrees to do so promptly.

If, instead, the aggregate of such pecuniary damages suffered by Missourians deemed to have supported claims shall be less than \$5,000.00, then the excess or residual monies shall be transferred to the Missouri Merchandising Practices Revolving Fund, in accordance with § 407.140.4 and 140.5, RSMo 2000. These monies may thereafter be used by the Attorney General in investigating or prosecuting suspected violations of Missouri's Consumer Fraud Statute, and consumer protection educational efforts.

15. Respondent agrees to alert and forward to the Attorney General, within 10 days, any complaints or requests for refunds, from Missourians, which Respondent entities receive or learn of, so that the Attorney General may contact those consumers directly and process their requests for restitution.

16. Respondent agrees to instruct Mail Boxes, Etc. ("MBE"), in Miami Beach, Florida, or any private mail handler that respondent business entities may use in the future, to return any envelopes from Missouri consumers which MBE is currently holding, or which later arrive, directly to that Missouri consumer, via the U.S. Postal system (i.e., such as by writing "return to sender" on the envelope and depositing it back into the outgoing mail). Respondent agrees that any MBE's or private mail handling facility used by respondent business entities in the future shall be instructed to not allow any envelopes originating from Missouri to be picked up by, or forwarded on to, the Respondent business entities.

17. Respondent agrees that, if any such consumer mail originating from Missouri shall nonetheless slip through or otherwise be picked up by, or forwarded on to, Respondent entities, then they will, within 10 days, return those Missouri envelopes, unopened, directly to the consumer/sender.

18. Cease This Solicitation Into Missouri Immediately. Respondent and his business entities agree to immediately cease and desist from sending (or causing to be sent, via agents or third party contractors) to any address or recipient in Missouri, the subject direct mail solicitation (Exhibit A to this AVC) or any solicitation/mailing which is *substantially similar* as regards content, offer, product, or subject matter. Respondent entities agree to refrain from ever doing so again.



19. Future, Different Offers to be Beyond Reproach. Respondent agrees that, should he or respondent entities ever wish to send into Missouri a direct mail solicitation/ mailing which is *substantially different* as regards content, offer, product, or subject matter, then they will, without fail, ensure that it complies with the letter and the spirit or intent of Missouri's Consumer Fraud Statute, § 407.020 et seq., RSMo 2000.

20. Promise of Good Faith. Respondent and his business entities agree to implement all promises, forbearances, payments, and obligations herein in good faith. They agree that if questions or concerns arise regarding these promises, obligations, etc., they will work cooperatively with the Attorney General to resolve those questions or concerns to the satisfaction of the Attorney General.

21. Attorney General May Petition Ex Parte for Approval. Respondent agrees that after he has signed this AVC, the Attorney General may, without further notice or participation by respondent, make *ex parte* application to the Circuit Court of Jackson County, Missouri, for an order approving this AVC and ordering respondent and his business entities to live up to its terms. Respondent may appear and be heard at that application for order, if he wishes, but the Attorney General may proceed without him if he is not present.

22. Enhanced Penalties for Violating AVC. Respondent understands that, by mandate of statute, any future violation of any term of this AVC may be prosecuted by the Attorney General, and may result in a contempt of court order, as well as court-

ordered civil penalties of up to Two Thousand Dollars (\$2,000.00) for each violation. §

407.030.2. RSMo 2000. (e.g., each and every recipient of a deceptive mailing, etc.)

Those civil penalties and contempt orders would be in addition to other damages,

awards, or orders sought by the Attorney General under the other provisions of

Missouri's Consumer Fraud Statute.

## **RESPONDENT'S SIGNATURES AND ACKNOWLEDGMENT**

Respondent has read and does understand this agreement and each of its terms, and received legal counsel and/or language interpretation, where and if required, and he agrees to each and every term hereof, on behalf of himself and the above-referenced business entities.

I, **Antonello Lo Faro**, being first duly sworn on oath, do hereby legally represent that I am the representative of that purported business entity referred to in Exhibit A as the Unexplained Psychic Phenomena Center for Inspection and Certification ("UPPCIC"), and also that I serve as the President of Rovata Enterprises, Ltd. ("Rovata"), which is a duly registered and legally recognizable corporation, incorporated in the United Kingdom, with principal place of business in London, England. I legally represent that I am legally empowered and authorized to sign this Assurance of Voluntary Compliance on behalf of myself, a natural person, and on behalf of UPPCIC and Rovata, and have the legal ability to bind them to the terms and promises of this agreement.

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Signature

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Print name

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Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2002.

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Notary Public

My Commission Expires:

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**ACCEPTANCE OF STATE OF MISSOURI AT THE RELATION OF**  
**ATTORNEY GENERAL JEREMIAH W. (JAY) NIXON**

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**JEREMIAH W. (JAY) NIXON**  
Missouri Attorney General

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